

The foregoing rejections are respectfully traversed. No new matter has been added in this Response.

REJECTIONS

Reconsideration of the remarks in the Amendment After Final filed June 19, 2002 is respectfully requested and as supplemented below.

One issue is the meaning of the word "devolution" as recited in the claims. To one skilled in the art, the recitation "devolved" as defined in dictionary means transference of rights to another and/or degeneration of rights. See Figs. 1-2; and page 16 to 18 of the present Application. More particularly, typically, in the context of the claims, the word "devolution" covers transference of license rights.

In the Advisory Action mailed July 15, 2002, the Examiner asserts that "licensing" is in fact the transfer/devolution of right to use the thing/medium or contents thereon from one user to another user. The Applicants respectfully disagree. The Examiner acknowledges that Merriam Webster's Collegiate Dictionary defines the term "License/License" as "to give permission or consent to (use some thing including the contents thereon/therein, such as a storage medium, such as CD, Diskette etc.)" However, the Webster's definition of the word "license" does not mention the word "transfer."

The Examiner uses the Authoritative Dictionary of IEEE Standard Terms, Seventh Edition, which defines the term "license" as "a legal agreement between two parties, the licensor and the licensee, as the terms and conditions for the use or transfer of an intellectual property right from the licensor to the licensee." However, the IEEE Standard Terms dictionary appears to be limited to the standard terms used by the IEEE association and the definition of "license" therein is not the well-known, understood/employed sense in the relevant art. The IEEE Standard Terms' definition of the word "license" deviates from the common meaning of the word "license" to mean "a permission," which is different from "transference of rights."

Attached are definitions of the words "devolution" and "license" from Black's Law Dictionary, West Publishing Co., 6th Ed. 1990 (pages 453, 919-921). Typically, the definitions of the words "devolution" and "license" do not overlap and are not synonymous. See page 920 under patents. The recitation of the claims clearly provide the correct context in using the word "devolution" by reciting "second use information . . . devolved from the first storage medium to the second storage medium" (claim 1). Transference of rights, including transference of license

rights, leads to "second use information." Licensing of rights does not lead to "second use information" but leads to another copy of (i.e., same) use information.

The Applicants respectfully request consideration of new claim 9 separately from independent claims 1 and 8, because claim 9 recites patentably distinguishing features of its own. Ross does not disclose or suggest the claimed present invention because Ross relates to distribution of "electronic licenses." In contrast to Ross, the claimed present invention as recited in new claim 9 provides:

A license devolution system in communication with computer readable storages, comprising:

...

a devolving unit devolving the right to use the contents of the first storage unit to the second storage unit by generating a second use information, which represents a second right to use the contents devolved from the first storage unit to the second storage unit, and encrypting the key and the second use information with the second storage ID to generate a second encryption secure information stored in said second storage unit (emphasis added).

Ross does not disclose "a license devolution system in communication with computer readable storages." Ross does not disclose "a devolving unit." Support for the new claim can be found, for example, in Fig. 1, in paragraphs 33, 34, 44, and in Fig. 6 and description thereof in paragraphs 107-142 of the substitute specification. The "devolving unit" of new claim 9 can correspond to encryption means 22 in Fig. 1.

BENEFITS OF THE CLAIMED PRESENT INVENTION

Ross's licensing does not provide the benefits of the present invention's "second use information." The present invention's "second use information" can provide, for example, the following benefits: (1) secure/legal content transfer to another (i.e., transfer of license) via copying; (2) using content/information one hundred times, and prohibiting use of the content beyond one hundred times; (3) accommodating free use of the content/information for one hundred times by any user; and (4) using the content/information for fifty times out of the one hundred in one computer and the right of using the content for the other fifty times in another computer.

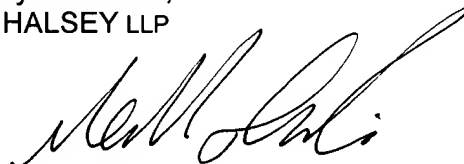
CONCLUSION

In view of the remarks herein, withdrawal of the rejection of claims 1-8 and allowance of claims 1-8 and new claim 9 is respectfully requested.

If there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

Respectfully submitted,
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610 Opperman Drive
P.O. Box 64526
St. Paul, MN 55164-0526

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Printed in the United States of America

Library of Congress Cataloging-in-Publication Data

Black, Henry Campbell, 1850-1927.

[Law dictionary]

Black's law dictionary / by Henry Campbell Black. — 6th ed. / by
the publisher's editorial staff ; contributing authors, Joseph R.
Nolan ... [et al.]

p. cm.

ISBN 0-314-76271-X

1. Law—United States—Dictionaries. 2. Law—Dictionaries.

I. Nolan, Joseph R. II. Title.

KF156.B53 1990

340'.03—dc20

90-36225

CIP

ISBN 0-314-76271-X

ISBN 0-314-77165-4 deluxe



TEXT IS PRINTED ON 10% POST
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Black's Law Dictionary 6th Ed.
8th Reprint—1994

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any kind; as in the laws
ballots used in public elec-

contrivance, or an applica-
or combination of materials
e of accomplishing a particu-
lar use, chiefly by mechan-
ple in character or not highly
e exercise of the inventive

formed by design; a contri-
ist and Ernst v. Hochfelder,
1384, 47 L.Ed.2d 668.

From the neighborhood, or
A term applied to a jury.

diy váy-léyaka èymavénda/
lay force. A writ which lay
ded for a church, and one of
great number of *laymen*, and
nis; then he that was holden
to the sheriff, that he remove

m used in London of a barris-
he bar, who assists a junior
al work, without appearing in

strument of torture, formerly
, etc. It was made of several
d to the neck and legs, and
o break the back.

ng devised.

ývat vèl nón/. The name of
irt of chancery, or one which
ction, to a court of law, to try
serted and denied to be a will,
ot the testator did devise, or
r was his will.

mentary disposition of land or
roperty by the last will and
When used as a noun, means a
of real or personal property
, means to dispose of real or
ill. Uniform Probate Code,
test; Executory devise; Legacy
me; invent; prepare.

ification

or *vested*; that is, after the
ontingent, when the vesting of
is made to depend upon some
se, if the event never occur, or
estate vests under the devise.
vent is referred to merely to
ich the devisee shall come into
s does not hinder the vesting of
f the testator. Devises are also
cific. A general devise is one

which passes lands of the testator without a particular
enumeration or description of them; as, a devise of "all
my lands" or "all my other lands." In a more restricted
sense, a general devise is one which grants a parcel of
land without the addition of any words to show how
great an estate is meant to be given, or without words
indicating either a grant in perpetuity or a grant for a
limited term; in this case it is construed as granting a
life estate. Specific devises are devises of lands particu-
larly specified in the terms of the devise, as opposed to
general and residuary devises of land, in which the local
or other particular descriptions are not expressed. For
example, "I devise my Hendon Hall estate" is a specific
devise; but "I devise all my lands," or, "all my other
lands," is a *general* devise or a *residuary* devise. But all
devises are (in effect) specific, even residuary devises
being so. At common law, all devises of land were
deemed to be "specific" whether the land was identified
in the devise or passed under the residuary clause. A
conditional devise is one which depends upon the occur-
rence of some uncertain event, by which it is either to
take effect or be defeated. An *executory* devise of lands
is such a disposition of them by will that thereby no
estate vests at the death of the devisor, but only on some
future contingency. It differs from a remainder in three
very material points: (1) That it needs not any particu-
lar estate to support it; (2) that by it a fee-simple or
other less estate may be limited after a fee-simple; (3)
that by this means a remainder may be limited of a
chattel interest, after a particular estate for life created
in the same. 2 Bl.Comm. 172. In a stricter sense, a
limitation by will of a future contingent interest in
lands, contrary to the rules of the common law. A
limitation by will of a future estate or interest in land,
which cannot, consistently with the rules of law, take
effect as a remainder. A future interest taking effect as
a fee in derogation of a defeasible fee devised or con-
veyed to the first taker, when created by will, is an
"executory devise," and, when created by deed, is a
"conditional limitation," and in either event is given
effect as a shifting or springing use.

The estates known as a contingent remainder and an
"executory devise" are both interests or estates in land
to take effect in the future and depend upon a future
contingency; an "executory devise" being an interest
which the rules of law do not permit to be created in
conveyances, but allow in case of wills. It follows a fee
estate created by a will. A contingent remainder may
be created by will or other conveyance and must follow a
particular or temporary estate created by the same
instrument of conveyance.

Lapsed devise. A devise which fails, or takes no effect,
in consequence of the death of the devisee before the
testator; the subject-matter of it being considered as not
disposed of by the will.

Residuary devise. A devise of all the residue of the
testator's real property, that is, all that remains over
and above the other devises. See also general definition
above.

Devisee /dəvəyzi/. The person to whom lands or other
real property are devised or given by will. In the case of
a devise to an existing trust or trustee, or to a trustee on
trust described by will, the trust or trustee is the devisee
and the beneficiaries are not devisees. Uniform Probate
Code, § 1-201(8).

Residuary devisee. The person named in a will, who is
to take all the real property remaining over and above
the other devises.

Devisor /dəvəyzer/. A giver of lands or real estate by
will; the maker of a will of lands; a testator.

Devoir /dəvói(ə)r/dəvwár/. Fr. Duty. It is used in the
statute of 2 Rich. II, c. 3, in the sense of duties or
customs.

Devolution. The transfer or transition from one person
to another of a right, liability, title, estate, or office.
Transference of property from one person to another.
Hermann v. Crossen, Ohio App., 160 N.E.2d 404, 408.
See also Descent.

In ecclesiastical law, the forfeiture of a right or power
(as the right of presentation to a living) in consequence
of its non-user by the person holding it, or of some other
act or omission on his part, and its resulting transfer to
the person next entitled.

Devolve /dəvól/. To pass or be transferred from one
person to another; to fall on, or accrue to, one person as
the successor of another; as a title, right, office, liability.
The term is said to be peculiarly appropriate to the
passing of an estate from a person dying to a person
living. See Descent; Devolution.

Devy /dəváy/. L. Fr. Dies; deceases.

De warrantia chartæ /diy wohránsh(iy)ə kártiy/. Writ
of warranty of charter. A writ which lay for him who
was enfeoffed, with clause of warranty [in the charter of
feoffment], and was afterwards impleaded in an assise or
other action, in which he could not *vouch* or call to
warranty; in which case he might have this writ against
the feoffor, or his heir, to compel him to warrant the
land unto him. Abolished by St. 3 & 4 Wm. IV, c. 27.

De warrantia diei /diy woránsh(iy)ə dəiyay/. A writ
that lay where a man had a day in any action to appear
in proper person, and the king at that day, or before,
employed him in some service, so that he could not
appear at the day in court. It was directed to the
justices, that they should not record him to be in default
for his not appearing.

Dextrarius /dəkstrériyəs/. One at the right hand of
another.

Dextras dare /dəkstrəs dəriy/. To shake hands in token
of friendship; or to give up oneself to the power of
another person.

Diaconate /diyákənət/day*. The office of a deacon.

Diaconus /diyákənəs/. A deacon.

Diagnosis /dəyágnówsəs/. A medical term, meaning the
discovery of the source of a patient's illness or the
determination of the nature of his disease from a study

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expression, rights, liberties, of the same general class and privileges. This use of n strictly conformable to the arta and in English declarations, etc.

place, district, or boundaries whose is enjoyed, an immunity exercised. In this sense, the plural; as the "liberties of

a member of society, being a restrained by human laws usary and expedient for the blic. 1 Bl.Comm. 125. The e laws permit. 1 Bl.Comm. absolute liberty which can, equally possessed by every ed protection against inter- and rights held dear and civilized men, or by all the r with an effectual share in ion of the laws, as the best protection. See Civil rights.

recognized as protected by state and federal constitu- l. 5, 14. Generally included the first eight amendments tution, as well as interests legislatively or administra- their discretion and require eavail in decision making Fla., 512 F.Supp. 948, 953. ne insurance, a license or marine policy allowing the designated port other than tion.

erty for each individual to him religious. Gobitis v. Pa., 21 F.Supp. 581, 584. s defined below.

ility at will, to make or ling obligation enforced by he right to contract about ight to make contracts of e best terms one can as the

Adkins v. Children's Hos- 261 U.S. 525, 43 S.Ct. 394, the corresponding right to There is, however, no abso- government may regulate nably calculated to affect tantic Coast Line R. Co. v. 31 S.Ct. 164, 55 L.Ed. 167. trary or unreasonable re- reasonable regulation to he right to make contracts plane of relative parity or the limits allowed or not

forbidden by law. McGrew v. Industrial Commission, 96 Utah 203, 85 P.2d 608, 612. See Art. I, § 10, U.S. Constitution.

Liberty of speech. Freedom accorded by the Constitu- tion (First Amendment of U.S.Const.) or laws to express opinions and facts by word of mouth, uncontrolled by any censorship or restrictions of government. As used in Constitution, "freedom of speech" means freedom of speech as it was understood by the common law when the Constitution was adopted. State v. Boloff, 138 Or. 668, 7 P.2d 775, 781. See however Clear and present danger doctrine. See also Symbolic speech.

Liberty of the globe. In marine insurance, a license or permission incorporated in a marine policy authorizing the vessel to go to any part of the world, instead of being confined to a particular port of destination.

Liberty of the press. The right to print and publish the truth from good motives and for justifiable ends, as guaranteed by First Amendment of U.S. Constitution. Kline v. Robert M. McBride & Co., 170 Misc. 974, 11 N.Y.S.2d 674, 679. The right to print without any previous license, subject to the consequences of the law. The right to publish whatever one may please, Knapp v. Post Printing & Publishing Co., 111 Colo. 492, 144 P.2d 881, 985; and to be protected against any responsibility for so doing except so far as such publications, from their blasphemy, obscenity, or scandalous character, may be a public offense, or as by their falsehood and malice they may injuriously affect the standing, reputation, or pecuniary interests of individuals. Immunity from previous restraints or [from] censorship. Grosjean v. American Press Co., 297 U.S. 233, 56 S.Ct. 444, 449, 80 L.Ed. 660; Near v. Minnesota, 283 U.S. 697, 51 S.Ct. 625, 75 L.Ed. 1357. See Censor; Censorship; Prior restraint.

Liberty to hold pleas. The liberty of having a court of one's own. Thus certain lords had the privilege of holding pleas within their own manors.

Natural liberty. The power of acting as one thinks fit, without any restraint or control, unless by the law of nature. The right which nature gives to all mankind of disposing of their persons and property after the manner they judge most consistent with their happiness, on condition of their acting within the limits of the law of nature, and so as not to interfere with an equal exercise of the same rights by other men. 1 Bl.Comm. 125.

Personal liberty. The right or power of locomotion; of changing situation, or moving one's person to whatsoever place one's own inclination may direct, without imprisonment or restraint, unless by due course of law. Civil Rights Cases, 109 U.S. 3, 3 S.Ct. 42, 27 L.Ed. 835.

Political liberty. Liberty of the citizen to participate in the operations of government, and particularly in the making and administration of the laws.

Religious liberty. Freedom, as guaranteed by First Amendment of U.S. Constitution, from constraint, or control in matters affecting the conscience, religious beliefs, and the practice of religion. Freedom to enter- tain and express any or no system of religious opinions,

and to engage in or refrain from any form of religious observance or public or private religious worship, not inconsistent with the peace and good order of society and the general welfare. See also Freedom of religion; Religion.

Liberum corpus nullam recipit æstimationem /liberum kórpas nólám rêsəpət èstəmèyshiyównəm/. The body of a freeman does not admit of valuation.

Liberum est cuique apud se explorare an expediat sibi consilium /liberum èst k(yuw)áykwiy épəd siy èksplàriéry àn èkspiydiyət sibay kənsil(i)yəm/. Every one is free to ascertain for himself whether a recommendation is advantageous to his interest.

Liberum maritagium /liberum mārətəy(i)yəm/. In old English law, frank-marriage.

Liberum servitium /liberum sərvis(i)yəm/. Free service. Service of a warlike sort by a feudatory tenant; sometimes called "servitium liberum armorum." See also Servitium liberum. Service not unbecoming the character of a freeman and a soldier to perform; as to serve under the lord in his wars, to pay a sum of money, and the like. 2 Bl.Comm. 60.

Liberum socagium /liberum səkəy(i)yəm/. In old English law, free socage.

Liberum tenementum /liberum tənəməntəm/. In common law pleading, a plea of freehold. A plea by the defendant in an action of trespass to real property that the locus in quo is his freehold, or that of a third person, under whom he acted.

In realty law, freehold. Frank-tenement.

Liblac /liblæk/. In Saxon law, witchcraft, particularly that kind which consisted in the compounding and administering of drugs and philters. Sometimes occurring in the Latinized form *liblacum* /liblèykəm/.

Libra /láybrə/. In old English law, a pound; also a sum of money equal to a pound sterling.

Libra arsa /láybrə ársə/. A pound burned; that is, melted, or assayed by melting, to test its purity. *Libra arsa et pensata*, pounds burned and weighed. A frequent expression in Domesday, to denote the purer coin in which rents were paid.

Libra numerata /láybrə n(y)úwmərəyts/. A pound of money counted instead of being weighed.

Libra pensa /láybrə pénsə/. A pound of money by weight.

Libripens /librəpens/. In Roman law, a weigher or balance-holder. The person who held a brazen balance in the ceremony of emancipation, *per æs et libram*. A neutral person or balance holder, who was present at a conveyance of real property. He held in his hand the symbolic balance, which was struck by the purchaser with a piece of bronze as a sign of the completion of the conveyance. The bronze was then transferred to the seller as a sign of the purchase money.

License. A personal privilege to do some particular act or series of acts on land without possessing any estate or

interest therein, and is ordinarily revocable at the will of the licensor and is not assignable. *Lehman v. Williamson*, 35 Colo.App. 372, 533 P.2d 63, 65. The permission by competent authority to do an act which, without such permission, would be illegal, a trespass, a tort, or otherwise not allowable. *People v. Henderson*, 391 Mich. 612, 218 N.W.2d 2, 4. Certificate or the document itself which gives permission. Leave to do thing which licensor could prevent. *Western Electric Co. v. Patent Reproducer Corporation*, C.C.A.N.Y., 42 F.2d 116, 118. Permission to do a particular thing, to exercise a certain privilege or to carry on a particular business or to pursue a certain occupation. *Blatz Brewing Co. v. Collins*, 88 Cal.App.2d 639, 160 P.2d 37, 39, 40.

A permit, granted by an appropriate governmental body, generally for a consideration, to a person, firm, or corporation to pursue some occupation or to carry on some business subject to regulation under the police power. A license is not a contract between the state and the licensee, but is a mere personal permit. *Rosenblatt v. California State Board of Pharmacy*, 69 Cal.App.2d 69, 158 P.2d 199, 203. Neither is it property or a property right. *American States Water Service Co. of California v. Johnson*, 31 Cal.App.2d 606, 88 P.2d 770, 774.

See also Bare or mere license; Certificate; Compulsory license; Exclusive license; Franchise; Letter of license; Licensee; Marriage license; Permit.

Executed license. That which exists when the licensed act has been done.

Executory license. That which exists where the licensed act has not been performed.

Express license. One which is granted in direct terms.

Implied license. One which is presumed to have been given from the acts of the party authorized to give it.

License bond. See Bond.

Patents. A written authority granted by the owner of a patent to another person empowering the latter to make or use the patented article for a limited period or in a limited territory. A permission to make, use or sell articles embodying invention. *De Forest Radio Telephone & Telegraph Co. v. Radio Corporation of America*, D.C.Del., 9 F.2d 150, 151. A transfer which does not affect the monopoly, except by estopping licensor from exercising his prohibitory powers in derogation of privileges conferred upon licensee. *L. L. Brown Paper Co. v. Hydroiloid, Inc.*, D.C.N.Y., 32 F.Supp. 857, 867, 868. An assignment by the patentee to another of rights less in degree than the patent itself. Any right to make, use, or sell the patented invention, which is less than an undivided part interest in the patent itself. Any transfer of patent rights short of assignment. Language used by owner of patent, or any conduct on his part exhibited to another, from which that other may properly infer that owner consents to his use of patent, on which the other acts, constitutes a license. *General Motors Corporation v. Dailey*, C.C.A.Mich., 93 F.2d 938, 941; *Finley v. Asphalt Paving Co. of St. Louis*, C.C.A.Mo., 69 F.2d 498, 504. Transfer of exclusive right to do merely two of the

three rights under patent to make, use, and vend invention. *Overman Cushion Tire Co. v. Goodyear Tire & Rubber Co.*, C.C.A.N.Y., 59 F.2d 998, 1000. See also Patent.

Pleading. The defense of justification to an action of trespass that the defendant was authorized by the owner of the land to commit the trespass complained of. License is an affirmative defense which must be pleaded by defendant. Fed.R.Civil P. 8(c).

Real property. A license is ordinarily considered to be a mere personal or revocable privilege to perform an act or series of acts on the land of another. *Hennebont Co. v. Kroger Co.*, 221 Pa.Super. 65, 289 A.2d 229, 231. A privilege to go on premises for a certain purpose, but does not operate to confer on, or vest in, licensee any title, interest, or estate in such property. *Timmons v. Cropper*, 40 Del.Ch. 29, 172 A.2d 757, 759. Such privilege is unassignable.

A license is distinguished from an "easement," which implies an interest in the land, and a "lease," or right to take the profits of land. It may be, however, and often is, coupled with a grant of some interest in the land itself, or right to take the profits. *National Memorial Park v. C. I. R.*, C.C.A.4, 145 F.2d 1008, 1015.

Simple license. One revocable at the will of the grantor; i.e., one not coupled with a grant.

Streets and highways. A permit to use street is a mere license revocable at pleasure. *Lanham v. Forney*, 196 Wash. 62, 81 P.2d 777, 779. The privilege of using the streets and highways by the operation thereon of motor carriers for hire can be acquired only by permission or license from the state or its political subdivisions.

Trade, business or calling. Authority or permission to do or carry on some trade or business which would otherwise be unlawful. *Standard Oil Co. (Indiana) v. State Board of Equalization*, 110 Mont. 5, 99 P.2d 229, 234. Permission conferred by proper authority to pursue certain trade, profession, or calling. *Lloyds of Texas v. Bobbitt*, Tex.Civ.App., 40 S.W.2d 897, 901. A license confers upon licensee neither contractual nor vested rights. *Rosenblatt v. California State Board of Pharmacy*, 69 Cal.App.2d 69, 158 P.2d 199, 203. Nor does it create a property right. See also Franchise.

Trademark. Permission to use a trademark in an area where the purported owner's goods have not become known and identified by his use of mark is a naked "license". *E. F. Prichard Co. v. Consumers Brewing Co.*, C.C.A.Ky., 136 F.2d 512, 521. See Trademark.

License cases. The name given to the group of cases including *Peirce v. New Hampshire*, 46 U.S. (5 How.) 504, 12 L.Ed. 256, decided by the United States Supreme Court in 1847, to the effect that state laws requiring a license or the payment of a tax for the privilege of selling intoxicating liquors were not in conflict with the constitutional provision giving to Congress the power to regulate interstate commerce, even as applied to liquors imported from another state and remaining in the original and unbroken packages. This decision was over-

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to make, use, and vend inven-
Tire Co. v. Goodyear Tire &
59 F.2d 998, 1000. See also

f justification to an action of
it was authorized by the owner
e trespass complained of. Li-
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(P. 8(c)).

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and, and a "lease," or right to
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of some interest in the land
profits. National Memorial
45 F.2d 1008, 1015.

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grant.

ermit to use street is a mere
re. Lanham v. Forney, 196
l. The privilege of using the
e operation thereon of motor
quired only by permission or
s political subdivisions.

Authority or permission to
le or business which would
standard Oil Co. (Indiana) v.
1, 110 Mont. 5, 99 P.2d 229,
by proper authority to pur-
t, or calling. Lloyds of Texas
S.W.2d 897, 901. A licensee
her contractual nor vested
rnia State Board of Pharma-
P.2d 199, 203. Nor does it
e also Franchise.

use a trademark in an area
r's goods have not become
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v. Consumers Brewing Co.,
l. See Trademark.

given to the group of cases
ampshire, 46 U.S. (5 How.)
the United States Supreme
that state laws requiring a
a tax for the privilege of
vere not in conflict with the
ag to Congress the power to
e, even as applied to liquors
and remaining in the origi-
l. This decision was over-

ruled in *Leisy v. Hardin*, 135 U.S. 100, 10 S.Ct. 681, 34 L.Ed. 128, which in turn was overturned by the act of Congress of August 8, 1890, commonly called the "Wil-son law."

Licensee. A person who has a privilege to enter upon land arising from the permission or consent, express or implied, of the possessor of land but who goes on the land for his own purpose rather than for any purpose or interest of the possessor. *Reddington v. Beefeaters Tables, Inc.*, 72 Wis.2d 119, 240 N.W.2d 363, 366. For duty of care purposes, one who is privileged to enter or remain upon land by virtue of possessor's consent, whether given by invitation or permission. *Backman v. Vickers Petroleum Co.*, 187 Kan. 448, 357 P.2d 748, 751.

Person to whom a license has been granted.

Formerly, the duty owed to a licensee was that of refraining from wilful, wanton and reckless conduct. This rule has been changed and now, in most jurisdictions, the occupier of land owes the licensee the duty of reasonable or due care. *Mounsey v. Ellard*, 363 Mass. 693, 297 N.E.2d 43.

See also Exclusive licensee; Invitee.

Licensee by invitation. A person who goes upon the lands of another with express or implied invitation to transact business with the owner or occupant or do some act to his advantage or to the mutual advantage of both the licensee and the owner or occupant. *Samuel E. Pentecost Const. Co. v. O'Donnell*, 112 Ind.App. 47, 39 N.E.2d 812. An invitee.

Licensee by permission. One who, for his own convenience, curiosity, or entertainment, goes upon the premises of another by the owner's or occupant's permission or sufferance. *Samuel E. Pentecost Const. Co. v. O'Donnell*, 112 Ind.App. 47, 39 N.E.2d 812, 817.

License fee or tax. Charge imposed by governmental body for the granting of a privilege. *Pennsylvania Liquor Control Board v. Publicker Commercial Alcohol Co.*, 347 Pa. 555, 32 A.2d 914, 917. Charge or fee imposed primarily for the discouragement of dangerous employments, the protection of the safety of the public, or the regulation of relative rights, privileges, or duties as between individuals. *Conard v. State, Del.Super.*, 2 Terry 107, 16 A.2d 121, 125. Price paid to governmental or municipal authority for a license to engage in and pursue a particular calling or occupation. Tax on privilege of exercising corporate franchise. *City Investments v. Johnson*, 6 Cal.2d 150, 56 P.2d 939, 940. The term "license tax" includes both charge imposed under police power for privilege of obtaining license to conduct particular business, and tax imposed upon business for sole purpose of raising revenue; "license tax" being defined as sum exacted for privilege of carrying on particular occupation. Where a fee is exacted and something is required or permitted in addition to the payment of the sum, either to be done by the licensee, or by some regulation or restriction imposed on him, then the fee is a "license fee". *Conard v. State, Del.Super.*, 2 Terry 107, 16 A.2d 121, 125. A license fee is charge made primarily for regulation, with the fee to cover cost and

expenses of supervision or regulation. *State v. Jackman*, 60 Wis.2d 700, 211 N.W.2d 480, 487. See also Franchise tax.

License in amortization. A license authorizing a conveyance of property which, without it, would be invalid under the statutes of mortmain.

License tax. See License fee or tax.

Licensing. The sale of a license permitting the use of patents, trademarks, or other technology to another firm. See also Cross-licensing.

Licensing involves the many procedures administrative agencies perform in conjunction with issuance of various types of licenses. *Westland Convalescent Center v. Blue Cross & Blue Shield of Michigan*, 414 Mich. 247, 324 N.W.2d 851, 859.

Licensing power. The authority in a governmental body to grant a license to pursue a particular activity; e.g. license to sell liquor.

Licensor /láysənsər/. The person who gives or grants a license.

Licentia /ləsəns(h)(i)yə/. Lat. License; leave; permission.

Licentia concordandi /ləsəns(h)(i)yə kɔŋkərdænday/. In old practice and conveyancing, license or leave to agree; one of the proceedings on levying a fine of lands. 2 Bl.Comm. 350.

Licentia loquendi /ləsəns(h)(i)yə ləkwenday/. In old practice, leave to speak (i.e., with the plaintiff); an imparlance; or rather leave to imparl. 3 Bl.Comm. 299.

Licentia surgendi /ləsəns(h)(i)yə səɹjənday/. In old English practice, license to arise; permission given by the court to a tenant in a real action, who had cast an essoin *de malo lecti*, to arise out of his bed. Also, the writ thereupon. If the demandant can show that the tenant was seen abroad before leave of court, and before being viewed by the knights appointed by the court for that purpose, such tenant shall be taken to be deceitfully essoined, and to have made default.

Licentiate /ləsəns(h)at/laysəns(h)iyət/. One who has license to practice any art or faculty.

Licentiousness /ləsəns(h)əsənəs/. The indulgence of the arbitrary will of the individual, without regard to ethics or law, or respect for the rights of others. Also, lewdness or lasciviousness.

Licere /ləsəriy/. Lat. To be lawful; to be allowed or permitted by law.

Licere, liceri /ləsəriy/ləsiray/. Lat. In Roman law, to offer a price for a thing; to bid for it.

Licet /láysət/lisət/. Lat. From the verb "licere" (q.v.). It is allowed; it is permissible; it is lawful; not forbidden by law.

Licet dispositio de interesse futuro sit inutilis, tamen potest fieri declaratio pracedens quæ sortiatur effectum, interveniente novo actu /láysət dispəzish(i)yəw diy intərəsiy fyuw(t)yúrow sit inyúwtələs,

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